

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461597

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCGRAW-HILL GLOBAL EDUCATION HOLDINGS, LLC		01/11/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		
Street Address:	11 MADISON AVENUE		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5233733	STUDYWISE	
Registration Number:	2436830	TEGRITY	
Registration Number:	3800869	MCGRAW-HILL FEDERAL CREDIT UNION	
Serial Number:	87361809	LEARNING KINEMATICS	
Serial Number:	87534019	ACCESS	
Serial Number:	87558811	READANYWHERE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	mcastle@paulweiss.com, aspoto@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Matthew Castle		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	20475-014		
NAME OF SUBMITTER:	Matthew Castle		

CH \$165.00 5233733

SIGNATURE:	/Matthew Castle/
DATE SIGNED:	02/09/2018
Total Attachments: 5 source=Trademark Security Agreement - MgH Global Education Holdings (EXECUTION)#page1.tif source=Trademark Security Agreement - MgH Global Education Holdings (EXECUTION)#page2.tif source=Trademark Security Agreement - MgH Global Education Holdings (EXECUTION)#page3.tif source=Trademark Security Agreement - MgH Global Education Holdings (EXECUTION)#page4.tif source=Trademark Security Agreement - MgH Global Education Holdings (EXECUTION)#page5.tif	

Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of January 11, 2018 (this “Agreement”), made by MCGRAW-HILL GLOBAL EDUCATION HOLDINGS, LLC, a Delaware limited liability company (the “Pledgor”), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of May 4, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among McGraw-Hill Global Education Intermediate Holdings, LLC, McGraw-Hill Global Education Holdings, LLC (the “Borrower”), each subsidiary of the Borrower identified therein and Credit Suisse AG, Cayman Islands Branch, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “IP Collateral”):

All Trademarks of the United States of America of such Pledgor, including those listed on Schedule I; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of

any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


MCGRAW-HILL GLOBAL EDUCATION
HOLDINGS, LLC

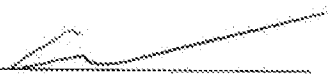
By: 
Name: Patrick Milano
Title: Executive Vice President, Chief
Financial Officer, Chief Administrative
Officer and Assistant Secretary

[Signature Page to Trademark Security Agreement (First Lien)]

TRADEMARK
REEL: 006268 FRAME: 0443

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Collateral Agent,

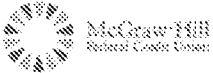
By: 
Name: Lingzi Huang
Title: Authorized Signatory

By: 
Name: Shyam Kapadia
Title: Authorized Signatory


Schedule I
to Trademark Security Agreement

Trademarks Owned by McGraw-Hill Global Education Holdings, LLC

U.S. Trademark Registrations

Trademark Name	Application Number	Registration Date	Registration Number
STUDYWISE	87024615	27-Jun-2017	5233733
TEGRITY ¹	75904021	20-Mar-2001	2436830
 MCGRAW-HILL FEDERAL CREDIT UNION	77735224	08-JUN-2010	3800869

U.S. Trademark Applications

Trademark Name	Application Number	Application Date	Registration Number
LEARNING KINEMATICS	87361809	07 Mar 2017	N/A
ACCESS 	87534019	19 Jul 2017	N/A
READANYWHERE	87558811	07 Aug 2017	N/A

¹ This mark is still registered to Tegrity, Inc. and will need to be updated with the United States Patent and Trademark Office (USPTO).